

**DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
HNTB CORPORATION FOR DESIGN SERVICES FOR  
THE SUNNYVALE CALTRAIN STATION NORTH SIDE ACCESS PROJECT**

THIS AGREEMENT dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HNTB CORPORATION a California corporation ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for engineering and landscape design services for a project known as the Sunnyvale CalTrain Station North Side Access Project; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign John Litzinger, P.E., to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of written Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Project Schedule

The Project Schedule is set forth in the attached Exhibit "A-1."

4. Payment of Fees and Expenses

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "B." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law, CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligent act, error, omission or negligence of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: Jack Witthaus  
Transportation and Traffic Manager  
Department of Public Works  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: HNTB Corporation  
Attn: John Litzinger, P.E.  
2025 Gateway Place, Suite 250  
San Jose CA 95110-1007

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

HNTB CORPORATION  
("CONSULTANT")

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name/Title

**HNTB Corporation**  
THE HNTB COMPANIES  
Engineers Architects Planners

2025 Gateway Place  
Suite 250  
San Jose, CA 95110-1007

Telephone (408) 451-7300  
Facsimile (408) 451-6942  
www.hntb.com

**EXHIBIT A**

September 20, 2005

Mr. Jack Witthaus, Transportation and Traffic Manager  
Department of Public Works  
City of Sunnyvale  
456 West Olive Avenue  
P.O. Box 3707  
Sunnyvale, CA 94088-3707

**HNTB**

Dear Mr. Witthaus:

**RE: PROPOSAL OF SERVICE: SUNNYVALE MULTIMODAL STATION NORTHSIDE  
PEDESTRIAN ACCESS STUDY**

It is with great pleasure that we submit this Proposal of Service for performing the Sunnyvale Multimodal Station Northside Pedestrian Access Study. As discussed at our meeting with you on September 2, 2005, the attached is a draft proposal explaining our understanding of this project and setting out our proposed approach to successfully fulfill your Scope of Work. After your review, we are prepared to answer any questions you may have and submit additional information as requested.

HNTB proposes to use a small, efficient, and highly talented core team based in our Oakland and San Jose local offices. All members of this team have extensive and current experience in planning, engineering, and urban design with Caltrain. In addition, we have retained the highly capable local environmental firm, David J. Powers & Associates, to perform the specific environmental tasks called for in the Scope of Work.

The Core Team consists of the following:

- Project Manager: John Litzinger, P.E.  
John is the Leader of HNTB's San Jose office and one of HNTB's most capable project managers.
- Principal Urban Designer: Rick Phillips, R.A.  
Rick, based in Oakland, is HNTB's Urban Design Director for Northern California. He is currently Principal Station Architect and Urban Designer for Caltrain's San Bruno Station and Grade Separation.
- Public Outreach Planner: Judis Santos, A.I.C.P.  
Judis is a Senior Planner in HNTB's Oakland office and leads the firm's Public Outreach practice in the Bay Area.
- Environmental Specialist: John Schwarz  
John is a Senior Project Manager with David J. Powers & Associates, in San Jose. John produces environmental studies and advises public clients on NEPA and CEQA compliance issues.

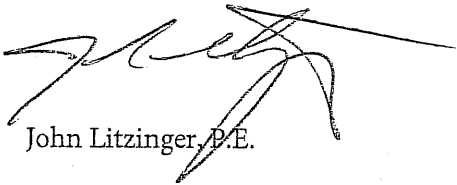


In addition, other key HNTB staff will be retained for specialized roles as required. For example, Barbara Simpson will assist the Core Team in providing technical background and reviewing design concepts. Barbara designed Caltrain's Lawrence Station and also the earlier station and pedestrian underpass concepts for Sunnyvale Station that underpin this study.

As described in the attached Proposal, HNTB intends to complete this study in a period of six months, for a Fixed Fee (Lump Sum) of \$100,000, inclusive of all labor and expenses.

We look forward to discussing this proposal further with you and to starting work on a truly exciting and timely project embracing urban design, pedestrian and bicycle circulation, public safety, and intermodal public transportation.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Litzinger', with a stylized flourish extending from the end.

JL:rp/

Attch: Project Understanding & Approach  
Schedule  
Budget  
Organization Chart  
Key Staff Resumes

## SUNNYVALE MULTIMODAL STATION NORTHSIDE PEDESTRIAN ACCESS STUDY - DRAFT

### PROJECT UNDERSTANDING AND APPROACH

The following key points summarize HNTB's understanding of this project. These points are based on conversations with City of Sunnyvale staff, previous work on concepts for the Sunnyvale Multimodal Station (including pedestrian grade separation concepts), and general knowledge of issues and concerns of Caltrain, through HNTB's continued role as a General Engineering Consultant (GEC) to the PCJPB.

- The existing Sunnyvale Multimodal Station is an at-grade dual side-platform station with access from the south (downtown Sunnyvale) along East Evelyn Avenue. There is no access from the north (Hendy Avenue), save crossing the Caltrain mainline at North Sunnyvale Avenue to the east of the study area.
- The residential community north of Hendy Avenue has long desired a safe, direct pedestrian/bicycle connection to downtown Sunnyvale through the station, an improvement included in previous station concept plans and a key element of Sunnyvale's Bicycle Plan, currently under re-study.
- As an interim solution, the Public Utilities Commission (PUC) will currently support a grade crossing to provide the needed connection, as long as a grade separation is committed to. This supports the project developing through two phases.
- The parking garage at the Multimodal Station accommodates a future elevated crossing as the connection. However, current City and community thinking supports a below-grade underpass (as proposed by HNTB in previous studies for PCJPB).
- In accordance with Caltrain operations and future development, the project must support an eventual four-track corridor and the use of Sunnyvale Station as a combined local and express stop (select "Baby Bullet" express trains already stop at Sunnyvale). Under four-track operation, the station may require an additional center platform for express service.
- The City requires the study to identify the full range of needed (and desirable) pedestrian improvements in the study area. The residents north of the corridor are seeking to maintain and enhance the character of Hendy Avenue through improvements to lighting, sidewalks, landscaping, and attenuation of sound caused by train operations.
- VTA is providing funding for the study through a Community Planning Grant. The City needs to proceed with the study as soon as possible and complete the scope within a 12-month period.

The HNTB team proposes the following Project Approach, based on the City's Scope of Work for this study. For each task, excerpts from the Scope of Work are in italics. The estimated time span for each Task is presented in the Project Schedule (see Section II).

#### 1. Analysis of Existing Plan Area Conditions

*The Consultant shall document existing site conditions for the plan area consisting of an inventory of pedestrian facilities including sidewalks, curb ramps, and lighting; public landscaping; and other public right of way features. A photographic survey of the plan area shall also be performed. A base map suitable for use in preparation of construction drawings shall also be completed. Issues with the interface of land use and transportation facilities in the Plan area shall be discussed*

Although the Plan Area is defined as a portion of Hendy Avenue between Mathilda Avenue and North Fair Oaks Avenue, the Team will extend this analysis and inventory to include a greater area (similar to Task 2), encompassing the Multimodal Station, a portion of the neighborhood north of Hendy, and a portion of Sunnyvale's downtown core along East Evelyn Avenue (including South Murphy Avenue). This recognizes the importance of design transition and continuity in placing the Hendy Avenue improvements within a greater urban

context. The Team also proposes to include City staff (or citizen stakeholders) in the field work (a half-day “walk-around”) at the City’s discretion, an efficient way to focus on conditions of particular community concern.

The Base Map will be prepared by a mapping firm using existing aerial mapping available. All other work will be performed by HNTB key staff.

Key Staff: Rick Phillips

Deliverables: Presentation materials for first Public Meeting (see Task 4), Memorandum Report on Conditions Analysis, combined with Deficiencies and Needs Identification (following Public Meeting input).

## **2. Identification of Deficiencies and Needs**

*The Consultant shall provide a written and graphic analysis of deficiencies and needs for pedestrian access from the neighborhood north of the Caltrain tracks to and through the Caltrain station to the downtown Sunnyvale area. This shall include preparation of display graphics showing deficiencies, needs and opportunities*

The Team will perform this work contiguous with Task 1, resulting in synergy and efficiency. The key distinction between these tasks is that Task 2 will focus specifically on “functional” issues (e.g. accessibility, capacity, public safety, comfort, wayfinding) and “strategic” issues (e.g. urban design objectives, downtown-neighborhood linkage, future development), while Task 1 is essentially data collection informing Task 2 and all other tasks.

As with Task 1, the Team recommends the inclusion of agency staff and key citizen stakeholders in this process at the City’s discretion, in advance of the first Public Meeting, even though general stakeholder input on needs and deficiencies will be sought at the meeting.

Key Staff: Rick Phillips

Deliverable: Presentation materials for first Public Meeting (see Task 4), Memorandum Report on Deficiencies and Needs combined with Conditions Analysis, Identification (following Public Meeting input).

## **3. Development of Initial & Revised Concept Plan**

*The Consultant shall, based on the results of the deficiencies and needs analysis and stakeholder input, develop concepts for public improvements in the plan area to address deficiencies and needs. Phasing of conceptual improvement implementation should be considered. The concept plan shall include sketch level drawings/renderings, cost estimates, a timeline for implementation, and potential funding sources. Display graphics for public presentation shall be developed. The plan shall utilize pedestrian underpass concepts and designs developed by HNTB for the Peninsula Corridor Joint Powers Board for the Sunnyvale Caltrain station.*

The Team recognizes the Initial Concept Plan as the core task of this study, the creative synthesis of the field work and agency and stakeholder input and the setting of parameters for all remaining tasks, including the more detailed Concept Plan and Cost Estimate in Task 7. The Team proposes to extend this task past the second Public Meeting (see Task 4). This will enable a revised Concept Plan to reflect public, as well as agency, consideration of the initial ideas presented.

Six steps are anticipated:

- Quick development of range of initial concept alternatives covering circulation routes and key urban design, landscape, and engineering elements.
- City selection of preferred alternative (or alternatives).
- Development of Initial Concept Plan for preferred alternative(s).
- City and other agency review meeting (see Task 5).
- Public Meeting #2 (see Task 4).
- Revised Concept Plan.

Key Staff: Rick Phillips, Barbara Simpson (creative review and background)

Deliverables: Memorandum report on alternatives analysis, preferred alternative(s), and Initial Concept Plan; presentation materials for agency and public meetings; memorandum report on agency and public findings, Revised Concept Plan (including “scope level” cost estimate and implementation schedule).

#### 4. Public Outreach

*The Consultant will make a minimum of four (4) public presentations throughout the course of this project. The purpose of these presentations is, in part, to inform the public, City Council, and the various stakeholders about the project scope, progress of the work, and discussions regarding problems and their resolutions. The Consultant shall prepare all presentation materials and make formal and/or informal presentations (whichever is appropriate) and respond to questions from City Council, City officials and the general public. The Consultant will need to keep, maintain, and distribute accurate records of each meeting. These meetings will include, at a minimum, the following meetings:*

1. *Initial stakeholder outreach meeting.*
2. *Presentation of initial plan recommendations.*
3. *One additional community meeting – if necessary.*
4. *City Council presentation of plan recommendations.*

Preparation, management, and reporting of these meetings will be led by the Team’s Public Outreach Planner, Judis Santos, and the meetings will generally be facilitated by Rick Phillips, assisted by Judis. The Team recommends the following:

- Meeting 1 – Initial Outreach: The meeting will be conducted in the manner of an Environmental Scoping Meeting, including client and consultant presentations on background (study and greater context) and a facilitated stakeholder comment period. The meeting immediately follows completion of Tasks 1 and 2, and public input will include reactions (additions, deletions, adjustments) to the findings of these tasks.
- Meeting 2 – Initial Concept Plan: The meeting will combine a formal presentation of the Plan (and preceding Alternatives Analysis) with a facilitated stakeholder comment period. The presentation will include a PowerPoint show supported by static display boards. This format has worked well for the Team’s outreach program for the Caltrain San Bruno Station and Grade Separation project.
- Meeting 3 – Revised Concept Plan: Meeting format to be determined by team and client based on outcome of Meeting 2. Meeting 3 can follow format of Meeting 2 if input and resulting changes are significant. Otherwise, an Open House (Team available to answer questions at a public display) may be more appropriate and efficient. In addition, a public display could be scheduled to be in place for a set time period in a public location like a library or City offices.

- Meeting 4 – Presentation to City Council: Format would be a formal presentation of the Revised Concept Plan, likely using a PowerPoint show supported by static display boards, followed by a Question & Answer session.

Key Staff: Judis Santos, Rick Phillips, John Litzinger

Deliverables: For each meeting: Agenda; PowerPoint presentation file (if used); copies of static displays; input media (easel sheets, comment cards, etc.); and post-meeting memorandum report documenting attendance, course of meeting, and transcribed public input.

## 5. Agency Meetings

*Three public agencies are major stakeholders in this concept plan: The City of Sunnyvale, the Peninsula Corridor Joint Powers Board, and the Santa Clara Valley Transportation Authority. The Consultant shall incorporate at least two interagency coordination meetings into the proposal. A series of project status meetings with City staff shall be incorporated into the proposal schedule as well.*

The Team recommends that Interagency Coordination Meetings are critical at three junctures in the study process:

- Meeting 1: At initiation of Tasks 1 and 2
- Meeting 2: At initiation of Task 3, following Public Meeting #1
- Meeting 3: At completion of Task 3, before Public Meeting #2

Given the complexity and intertwining of agency stakeholder issues, these meetings are needed to elicit maximum technical input while protecting City and agency interests collectively. These meetings are best facilitated through consistent agency representation, perhaps through a Technical Advisory Committee or similar grouping. However, for Meeting #1 as an alternative at the City's discretion, the Team could meet with each agency individually to gather information related to Tasks 1 and 2.

The Team recommends holding Project Status Meetings monthly, at a regularly scheduled time. These meetings would be limited to key staff from the Team and the City and would be focused primarily on project management. First meeting will discuss and confirm final project scope and schedule. Note: these meetings are not shown on the Schedule.

Key Staff: John Litzinger, Rick Phillips, Judis Santos (for Agency Meeting facilitation only, if desired by City).

Deliverables: All meetings: Agenda, Minutes. Agency Meetings: PowerPoint presentation file (if used); copies of static displays; input media (if used); and post-meeting report documenting course of meeting, transcribed input, etc. Status Meetings: meeting notes and action item list.

## 6. Environmental – Initial Study

The Team will prepare a preliminary Environmental checklist and a Narrative (Initial Study) will also be conducted. Since both federal and local funds may be involved, the NEPA process will also be started, thus protecting the City's widest interests in project implementation. This work will be performed by subconsultant David J. Powers & Associates.

Key Staff: John Schwarz

Deliverable: Preliminary Environmental Checklist, Initial Study Narrative.

## **7. Conceptual Plan & Cost Estimate (Optional Task)**

This optional task, proposed by the Team, creates a bridge between the Conceptual Plan and future implementation by further establishing the project's design definition. Using the Team's engineering capabilities, a general plan and typical cross sections will be developed for the preferred alternative concept. These two drawings, at a design level of approximately 10%, will provide a "basis of design" equivalent to an engineering Project Study Report (PSR).

These drawings will form the basis for development of a cost estimate suitable for supporting the City in identifying and securing project funding for continued project development. This project cost estimate will be structured according to the assumption that improvements are constructed in 2 phases:

- Phase 1 – At-grade crossing of JPB Tracks.
- Phase 2 – Pedestrian undercrossing of JPB Tracks.

The cost estimate will be approximate, as there will not be any significant information on utilities and geotechnical conditions.

Key Staff: John Litzinger

Deliverables: Conceptual Plan and Cross-Sections, Construction Cost Estimate.

## **8. Preparation of Report**

*Draft and final reports containing summaries of all the above listed elements shall be prepared by the Consultant. Fifteen copies of the draft report and 30 copies of the final report will be required. Additionally, an electronic version of the draft and final report shall be transmitted to the City in PDF format on a compact disc. Display graphics and electronic versions of all graphical materials shall be transmitted to the City at the conclusion of the study.*

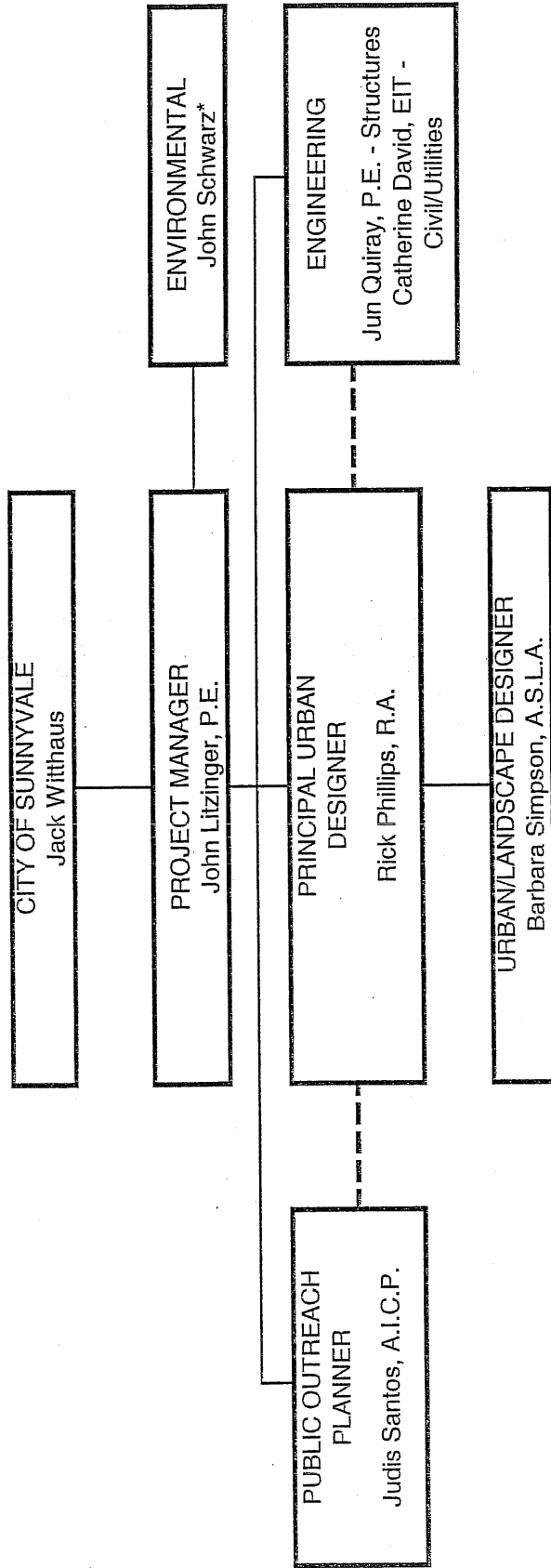
As a way to facilitate efficient preparation of an effective Final Report, the Team will produce all interim reports at various task milestones (e.g. memorandum reports) as anticipated parts of a final report. That way, the content of the Final Report "grows" throughout the course of the study and a continuity of agency and stakeholder input, analysis, and concept development is maintained.

Key Staff: Rick Phillips, John Litzinger

Deliverables: Draft Final Report (print and electronic media), Final Report (print and electronic media), project graphic materials (display boards, drawings, etc.).

# **SUNNYVALE MULTI-MODAL STATION - NORTHSIDE PEDESTRIAN ACCESS PROJECT**

## **Organization Chart**



\*John Schwarz is with David J. Powers & Associates; all other staff HNTB

# Exhibit A-1

PROJECT SCHEDULE: SUNNYVALE MULTIMODAL STATION NORTHSIDE PEDESTRIAN ACCESS PROJECT (DRAFT)						
	<b>Project Schedule</b>	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
	Task 1 - Analysis of Existing Plan Area	xxxxx				MONTH 6
	Task 2 - Identification of Deficiencies and Needs	xxxxx				
	Task 3 - Development of Initial Concept Plan		xxxxxxxxx			
	Task 4 - Public Outreach		x	x	x	
	Task 5 - Agency Meetings	x	x	x		
	Task 6 - Environmental - Initial Study			xxxxxxxxx		
	Task 7 - Conceptual Plan and Cost Estimate (Optional)				xxxxxxxxx	
	Task 8 - Project Report					xxxxxxxxx
	Prepare Draft					xxxxx
	CSV Review					xxxxx
	Final Report					xxxxx





PROPOSAL OF SERVICE: SUNNYVALE MULTIMODAL STATION NORTHSIDE PEDESTRIAN ACCESS STUDY

	Hours	HNTB Labor	Subconsultant Labor or Fee	ODC's	TOTAL
Task 1 - Analysis of Existing Plan Area					
Project Manager	8	\$ 1,520			\$ 1,520
Principal Urban Designer	14	\$ 2,450			\$ 2,450
Urban Designer/Planner	4	\$ 600			\$ 600
Mapping Subconsultant		\$ -	\$ 3,500		\$ 3,500
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL:	26	\$ 4,570	\$ 3,500	\$ 250	\$ 8,320
Task 2 - Identification of Deficiencies and Needs					
Project Manager	8	\$ 1,520			\$ 1,520
Principal Urban Designer	14	\$ 2,450			\$ 2,450
Urban Designer/Planner	4	\$ 600			\$ 600
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL	26	\$ 4,570	\$ -	\$ 250	\$ 4,820
Task 3 - Development of Initial and Revised Concept Plan					
Project Manager	16	\$ 3,040			\$ 3,040
Principal Urban Designer	24	\$ 4,200			\$ 4,200
Urban Designer/Planner	32	\$ 4,800			\$ 4,800
CADD	40	\$ 5,000			\$ 5,000
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL	112	\$ 17,040	\$ -	\$ 250	\$ 17,290
Task 4 - Public Outreach					
Project Manager	16	\$ 3,040			\$ 3,040
Principal Urban Designer	16	\$ 2,800			\$ 2,800
Urban Designer/Planner	16	\$ 2,400			\$ 2,400
Public Outreach Planner	8	\$ 1,200			\$ 1,200
Environmental Subconsultant	8		\$ 1,000		\$ 1,000
CADD	20	\$ 2,500			\$ 2,500
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL	84	\$ 11,540	\$ 1,000	\$ 250	\$ 13,190
Task 5 - Agency Meetings					
Project Manager	16	\$ 3,040			\$ 3,040
Principal Urban Designer	27	\$ 4,725			\$ 4,725
Urban Designer/Planner	12	\$ 1,800			\$ 1,800
CADD	19	\$ 2,375			\$ 2,375
Environmental Subconsultant	12		\$ 1,500		\$ 1,500
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL	86	\$ 11,940	\$ 1,500	\$ 250	\$ 13,630
Task 6 - Environmental - Initial Study					
Project Manager	4	\$ 760			\$ 760
Principal Urban Designer	-	\$ -			\$ -
Urban Designer/Planner	-	\$ -			\$ -
Environmental Subconsultant	96		\$ 12,000		\$ 12,000
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL	100	\$ 760	\$ 12,000	\$ 250	\$ 13,010
Task 7 - Conceptual Plan and Cost Estimate (Optional)					
Project Manager	12	\$ 2,280			\$ 2,280
Principal Urban Designer	8	\$ 1,400			\$ 1,400
Urban Designer/Planner	8	\$ 1,200			\$ 1,200
Engineer	36	\$ 5,400			\$ 5,400
CADD	60	\$ 7,500			\$ 7,500
ODC's		\$ -		\$ 250	\$ 250
SUBTOTAL	124	\$ 17,780	\$ -	\$ 250	\$ 18,030
Task 8 - Project Report					
Project Manager	18	\$ 3,420			\$ 3,420
Principal Urban Designer	32	\$ 5,600			\$ 5,600
Urban Designer/Planner	12	\$ 1,800			\$ 1,800
Reproduction		\$ -		\$ 2,000	\$ 2,000
Environmental Subconsultant	10		\$ 1,250		\$ 1,250
SUBTOTAL	72	\$ 10,820	\$ 1,250	\$ 2,000	\$ 14,070
GRAND TOTAL	630	\$ 79,420	\$ 19,250	\$ 3,750	\$ 102,420

TOTALS BY FIRM	
HNTB	\$ 79,420
ENVIRONMENTAL	\$ 15,750
MAPPING	\$ 3,500
TOTAL	\$ 98,670
ODC'S	\$ 3,750
GRAND TOTAL	\$ 102,420

HOURS BY HNTB LABOR CLASSIFICATION		
Project Manager	98	John Litzinger
Principal Urban Designer	135	Rick Phillips
Urban Designer/Planner	88	Bernardo Hernandez, Barbara Simpson
Engineer	36	Jun Quiray, Catherine David
Public Outreach Planner	8	Judis Santos
CADD	139	Will Coleman
TOTAL	504	

## EXHIBIT C INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

### Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per occurrence.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

### Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers, except as follows: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

#### Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.